

State of Rhode Island and Providence Plantations  
Department of Administration  
Division of Purchases

**RIVIP BIDDER CERTIFICATION COVER FORM**

**SECTION 1 - BIDDER INFORMATION**

*Bidder must be registered as a vendor on the RIVIP system at [www.purchasing.ri.gov](http://www.purchasing.ri.gov) to submit a bid proposal.*

**Solicitation Number:** 7550083A2  
**Solicitation Title:** PASTORE CENTER PERMANENT EROSION REPAIR - ADDENDUM 2 (9 PGS & ZIP FILE)

**Bid Proposal Submission  
Deadline Date & Time:** 1/11/2016 10:30 AM

**RIVIP Vendor ID #:** 6124  
**Bidder Name:** East Coast Landscaping & Construction, Inc.  
**Address:** 202 Chase Road  
Portsmouth , RI 02871  
USA

**Telephone:** (401) 683-5656  
**Fax:** (401) 683-5662  
**Contact Name:** Billy Reed  
**Contact Title:** Chief Estimator  
**Contact Email:** billyreed@eastcoastconstruction.com

**SECTION 2 —DISCLOSURES**

**Bidders must respond to every statement. Bid proposals submitted without a complete response may be deemed nonresponsive.**

*Indicate "Y" (Yes) or "N" (No) for Disclosures 1-4, and if "Yes," provide details below. Complete Disclosure 5. If the Bidder is publicly held, the Bidder may provide owner information about only those stockholders, members, partners, or other owners that hold at least 10% of the record or beneficial equity interests of the Bidder.*

- N 1. State whether the Bidder, or any officer, director, manager, stockholder, member, partner, or other owner or principal of the Bidder or any parent, subsidiary, or affiliate has been subject to suspension or debarment by any federal, state, or municipal governmental authority, or the subject of criminal prosecution, or convicted of a criminal offense within the previous 5 years. If "Yes," provide details below.
- N 2. State whether the Bidder, or any officer, director, manager, stockholder, member, partner, or other owner or principal of the Bidder or any parent, subsidiary, or affiliate has had any contracts with a federal, state, or municipal governmental authority terminated for any reason within the previous 5 years. If "Yes," provide details below.
- N 3. State whether the Bidder, or any officer, director, manager, stockholder, member, partner, or other owner or principal of the Bidder or any parent, subsidiary, or affiliate has been fined more than \$5000 for violation(s) of any Rhode Island environmental law(s) by the Rhode Island Department of Environmental Management within the previous 5 years. If "Yes," provide details below.

- N 4. State whether any officer, director, manager, stockholder, member, partner, or other owner or principal of the Bidder is serving or has served within the past two calendar years as either an appointed or elected official of any state governmental authority or quasi-public corporation, including without limitation, any entity created as a legislative body or public or state agency by the general assembly or constitution of this state.
5. List each officer, director, manager, stockholder, member, partner, or other owner or principal of the Bidder, and each intermediate parent company and the ultimate parent company of the Bidder. For each individual, provide his or her name, business address, principal occupation, position with the Bidder, and the percentage of ownership, if any, he or she holds in the Bidder, and each intermediate parent company and the ultimate parent company of the Bidder.

Disclosure details (continue on additional sheet if necessary):

<u>KURT FOULTON, PRESIDENT (20%)</u>	<u>&gt;</u>	<u>EAST COAST LANDSCAPING &amp; CONSTRUCTION, INC.</u>
<u>FLAX EDDERY, VICE PRESIDENT (40%)</u>		<u>202 CHASE ROAD</u>
<u>WILLIAM REED, SECRETARY (40%)</u>		<u>PORTSMOUTH, RI 02871</u>

### SECTION 3 — CERTIFICATIONS

**Bidders must respond to every statement. Bid proposals submitted without a complete response may be deemed nonresponsive.**

Indicate "Y" (Yes) or "N" (No), and if "No," provide details below.

#### THE BIDDER CERTIFIES THAT:

- Y 1. The Bidder will immediately disclose, in writing, to the State Purchasing Agent any potential conflict of interest which may occur during the term of any contract awarded pursuant to this solicitation.
- Y 2. The Bidder possesses all licenses and anyone who will perform any work will possess all licenses required by applicable federal, state, and local law necessary to perform the requirements of any contract awarded pursuant to this solicitation and will maintain all required licenses during the term of any contract awarded pursuant to this solicitation. In the event that any required license shall lapse or be restricted or suspended, the Bidder shall immediately notify the State Purchasing Agent in writing.
- Y 3. The Bidder will maintain all required insurance during the term of any contract pursuant to this solicitation. In the event that any required insurance shall lapse or be canceled, the Bidder will immediately notify the State Purchasing Agent in writing.
- Y 4. The Bidder understands that falsification of any information in this bid proposal or failure to notify the State Purchasing Agent of any changes in any disclosures or certifications in this Bidder Certification may be grounds for suspension, debarment, and/or prosecution for fraud.
- Y 5. The Bidder has not paid and will not pay any bonus, commission, fee, gratuity, or other remuneration to any employee or official of the State of Rhode Island or any subdivision of the State of Rhode Island or other governmental authority for the purpose of obtaining an award of a contract pursuant to this solicitation. The Bidder further certifies that no bonus, commission, fee, gratuity, or other remuneration has been or will be received from any third party or paid to any third party contingent on the award of a contract pursuant to this solicitation.
- Y 6. This bid proposal is not a collusive bid proposal. Neither the Bidder, nor any of its owners, stockholders, members, partners, principals, directors, managers, officers, employees, or agents has in any way colluded, conspired, or agreed, directly or indirectly, with any other bidder or person to submit a collusive bid proposal in response to the solicitation or to refrain from submitting a bid proposal in response to the solicitation, or has in any manner, directly or indirectly, sought by agreement or collusion or other communication with any other bidder or person to fix the price or prices in the bid proposal or the bid proposal of any other bidder, or to fix any overhead, profit, or cost component of the bid price in the bid proposal or the bid proposal of any other bidder, or to secure through any collusion, conspiracy, or unlawful agreement any advantage against the State of Rhode Island or any person with an interest in the contract awarded pursuant to this solicitation. The bid price in the bid proposal is fair and proper and is not tainted by any collusion, conspiracy, or unlawful agreement on the part of the Bidder, its owners, stockholders, members, partners, principals, directors, managers, officers, employees, or agents.
- Y 7. The Bidder: (i) is not identified on the General Treasurer's list created pursuant to R.I. Gen. Laws § 37-2.5-3 as a person or entity engaging in investment activities in Iran described in § 37-2.5-2(b); and (ii) is not engaging in any such investment activities in Iran.
- Y 8. The Bidder will comply with all of the laws that are incorporated into and/or applicable to any contract with the State of Rhode Island.



Solicitation #:7550083-REVISED 12/21/15

Solicitation Title: Permanent Erosion Repair Construction

## BID FORM

To: The State of Rhode Island Department of Administration  
Division of Purchases, 2<sup>nd</sup> Floor  
One Capitol Hill, Providence, RI 02908-5855

Bidder: EAST COAST LANDSCAPING & CONSTRUCTION, INC.  
Legal name of entity  
202 CHASE ROAD PORTSMOUTH, RI 02871  
Address (street/city/state/zip)  
WILLIAM REED info@eastcoastconstruction.com  
Contact name Contact email  
401-683-5056 401-683-5062  
Contact telephone Contact fax

### 1. BASE BID PRICE

The Bidder submits this bid proposal to perform all of the work (including labor and materials) described in the solicitation for this Base Bid Price (*including the costs for all Allowances, Bonds, and Addenda*):

\$ 479,517.00

(base bid price in figures printed electronically, typed, or handwritten legibly in ink)

FOUR HUNDRED AND SEVENTY NINE THOUSAND FIVE HUNDRED AND SEVENTEEN DOLLARS

(base bid price in words printed electronically, typed, or handwritten legibly in ink)

#### • Allowances

The Base Bid Price ***includes*** the costs for the following Allowances:

No. 1: Foster Rd material stockpile removal	<u>\$20,000.00</u>
No. 2: Hazardous material	<u>\$15,000.00</u>
No. 3: Rail bed/cemetery improvements	<u>\$20,000.00</u>
No. 4: Additional impervious fill	<u>\$1,500.00</u>

#### • Bonds

The Base Bid Price ***includes*** the costs for all Bid and Payment and Performance Bonds required by the solicitation.

Solicitation #:7550083-REVISED 12/21/15  
Solicitation Title: Permanent Erosion Repair Construction

• **Addenda**

The Bidder has examined the entire solicitation (including the following Addenda), and the Base Bid Price **includes** the costs of any modifications required by the Addenda.

*All Addenda must be acknowledged.*

Addendum No. 1 dated: DECEMBER 14, 2015

Addendum No. 2 dated: DECEMBER 21, 2015

Addendum No. 3 dated: \_\_\_\_\_

2. **ALTERNATES** (Additions/Subtractions to Base Bid Price)

The project does not include Alternate Bid Items.

3. **UNIT PRICES**

The Bidder submits these predetermined Unit Prices as the basis for any change orders approved in advance by the State. These Unit Prices include **all** costs, including labor, materials, services, regulatory compliance, overhead, and profit. If a specific item or task is not noted in the Description of Services, the cost of that item must be included in an item listed below.

Unit Price No.	DESCRIPTION OF SERVICES	CONTRACTORS UNIT COST
Unit Price No. 1	Silt Fence	
	Unit of Measure: per Linear Foot	\$ , 5 . 00
	<u>FIVE DOLLARS</u>	
Unit Price No. 2	18" Dia. Erosion Control Wattle	

Solicitation #: 7550083-REVISED 12/21/15  
Solicitation Title: Permanent Erosion Repair Construction

Unit of Measure: per Linear Foot  
\$ , 10 . 00  
TEN DOLLARS

Unit Price 1 1/2" - 2 1/2" Dia. Crushed Stone  
No. 3

Unit of Measurement: per Cubic Yard  
\$ , 50 . 00  
FIFTY DOLLARS

Unit Price Impervious Fill  
No. 4

Unit of Measurement: per Cubic Yard  
\$ , 35 . 00  
THIRTY FIVE DOLLARS

Unit Price Riprap, Bedding, Fabric, and Liner  
No. 5

Unit of Measurement: per Cubic Yard  
\$ , 100 . 00  
ONE HUNDRED DOLLARS

Unit Price Loam Borrow 4" Deep  
No. 6

Unit of Measurement: per Square Yard  
\$ , 7 . 00  
SEVEN DOLLARS

Unit Price Removal and Disposal of Soil Solid Waste to the  
No. 7 Central Landfill, including tipping fees

**Solicitation Title: Permanent Erosion Repair Construction**

Unit of Measurement: per Ton

FIFTY DOLLARS

\$ 50.00

Unit of Measurement: per Ton

\$	50.00
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FIFTY DOLLARS

Unit of Measurement: per Square Yard

\$	3	.	8
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THREE DOLLARS

Unit of Measurement: per Square Yard

\$	3.00
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THREE DOLLARS

Unit of Measure: per Square Yard

\$ 10.00

TEN DOLLARS

The Bidder offers to perform the work in accordance with the timeline specified below:

Solicitation #:7550083-REVISED 12/21/15  
Solicitation Title: Permanent Erosion Repair Construction

- Start of construction: Within 2 weeks of PO Issuance
- Substantial completion: Within 120 days of PO Issuance
- Final completion: Within 150 days of PO Issuance

The Final Completion date for Work shall be within 150 calendar days of the Purchase Order from the Division of Purchases.

**5. LIQUIDATED DAMAGES**

The successful bidder awarded a contract pursuant to this solicitation shall be liable for and pay the State, as liquidated damages and not as a penalty, the following amount for each calendar day of delay beyond the date for substantial completion, as determined in the sole discretion of the State: **Dollars \$0.00**

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**This bid proposal is irrevocable for 60 days from the bid proposal submission deadline.**

**If the Bidder is determined to be the successful bidder pursuant to this solicitation, the Bidder will promptly: (i) comply with each of the requirements of the Tentative Letter of Award; and (ii) commence and diligently pursue the work upon issuance and receipt of the purchase order from the State and authorization from the user agency.**

**The person signing below certifies that he or she has been duly authorized to execute and submit this bid proposal on behalf of the Bidder.**

**BIDDER**

Date: JANUARY 11, 2016

EAST COAST LANDSCAPING &  
CONSTRUCTION, INC.  
Name of Bidder  
[Signature]  
Signature in Ink  
WILLIAM REED, SECRETARY



Solicitation #:7550083-REVISED 12/21/15  
Solicitation Title: Permanent Erosion Repair Construction

Printed name and title of person signing on behalf of Bidder

# 8553

Bidder's Contractor Registration Number

Selective Insurance Company of America  
40 Wantage Avenue  
Branchville, New Jersey 07890  
973-948-3000

B 1168089

## BID BOND

### KNOW ALL MEN BY THESE PRESENTS:

That **East Coast Landscaping and Construction Inc.**

202 Chase Road Portsmouth, RI 02871

(hereinafter called the Principal)

as Principal, and the SELECTIVE INSURANCE COMPANY OF AMERICA, a corporation created and existing under the laws of the State of New Jersey, with its principal office in Branchville, New Jersey (hereinafter called the Surety), as Surety,

are held and firmly bound unto **State of Rhode Island**  
**One Capital Hill Providence, RI 02908**

(hereinafter called the Obligee)

in the full and just sum of **5 % Percent of the Total Bid Amount**

( **5 %** ), good and lawful money of the United States of America, to the payments of which sum of money well and truly to be made, the said Principal and Surety bind themselves, their and each of their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed, sealed and dated this **6th** day of **January** A.D. **2016**.

**THE CONDITION OF THIS OBLIGATION IS SUCH**, That, if the Obligee shall make any award within 60 days to the Principal for

### **Install Precast Culvert & Associate Sitework**

according to the terms of the proposal or bid made by the Principal therefor, and the Principal shall duly make and enter into a contract with the Obligee in accordance with the terms of said proposal or bid and award and shall give bond for the faithful performance thereof with Surety or Sureties approved by the Obligee; or if the Principal shall, in case of failure so to do, pay to the Obligee the damages which the Obligee may suffer by reason of such failure, not exceeding the penalty of this bond, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect.

In Testimony Whereof, the Principal and Surety have caused these presents to be duly signed and sealed.

WITNESS:

(If individual or Firm)

ATTEST:

(If Corporation)

**East Coast Landscaping and Construction Inc.**

(SEAL)

(SEAL)

**WILLIAM REED, SECRETARY** (SEAL)

Principal

SELECTIVE INSURANCE COMPANY OF AMERICA

By:

**Paul J. Damiano**  
Attorney-in-Fact  
Paul J. Damiano

**ACKNOWLEDGMENT OF PRINCIPAL**  
(Individual or Partnership)

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me personally appeared the above named \_\_\_\_\_

to me known and known to me to be the same described in and who executed the above instrument and dully acknowledged the execution of the same.

\_\_\_\_\_  
Notary Public \_\_\_\_\_ County

**(Corporation)**

STATE OF RHODE ISLAND }  
COUNTY OF NEWPORT } ss:

On this 11TH day of JANUARY, 2016, before me personally appeared WILLIAM REED

to me known, who, being by me duly sworn, did depose and say that he/she resides in PEDESTOWN, RI

that he/she is the SECRETARY of EAST COAST LANDSCAPING & CONSTRUCTION, INC. the corporation described in and which executed the foregoing instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was affixed by order of the Board of Directors of said corporation and that he/she signed his/her name thereto by like order.

\_\_\_\_\_  
Notary Public NEWPORT County

COMMISSION  
EXPIRES 3/1/17

**ACKNOWLEDGMENT OF SURETY**

STATE OF RHODE ISLAND }  
COUNTY OF PROVIDENCE } ss:

On this 6TH day of JANUARY, 2016, before me personally appeared Paul J. Damiano

to me known, who, being by me duly sworn, did depose and say that he/she resides in \_\_\_\_\_ that he/she is the Attorney-in-Fact of the

Selective Insurance Company of America

the corporation described in and which executed the foregoing instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he/she signed his/her name thereto by like order; and deponent further says that he/she is acquainted with Paul J. Damiano and knows him/her to be the

Attorney-in-Fact subscribed to the within instrument is in the genuine handwriting of the said Paul J. Damiano and was subscribed thereto by like order of the Board of Directors in the presence of deponent.

\_\_\_\_\_  
Notary Public PROVIDENCE County

Kim D. Morey  
Notary Public  
My Commission Expires 11/16/16



**SELECTIVE®**

Selective Insurance Company of America  
40 Wantage Avenue  
Branchville, New Jersey 07890  
973-948-3000

Bond No. B 1168089

## POWER OF ATTORNEY

Public Bid

**SELECTIVE INSURANCE COMPANY OF AMERICA**, a New Jersey corporation having its principal office at 40 Wantage Avenue, in Branchville, State of New Jersey ("SICA"), pursuant to Article VII, Section 1 of its By-Laws, which state in pertinent part:

The Chairman of the Board, President, Chief Executive Officer, any Executive Vice President, any Senior Vice President or any Corporate Secretary may, from time to time, appoint attorneys in fact, and agents to act for and on behalf of the Corporation and they may give such appointee such authority, as his/her certificate of authority may prescribe, to sign with the Corporation's name and seal with the Corporation's seal, bonds, recognizances, contracts of indemnity and other writings obligatory in the nature of a bond, recognizance or conditional undertaking, and any of said Officers may, at any time, remove any such appointee and revoke the power and authority given him/her.


does hereby appoint **Paul J. Damiano**

, its true and lawful attorney(s)-in-fact, full authority to execute on SICA's behalf fidelity and surety bonds or undertakings and other documents of a similar character issued by SICA in the course of its business, and to bind SICA thereby as fully as if such instruments had been duly executed by SICA's regularly elected officers at its principal office, in amounts or penalties not exceeding the sum of: **Eight Hundred Thousand Dollars (\$800,000.00)**

Signed this 6th day of January, 2016

SELECTIVE INSURANCE COMPANY OF AMERICA

By:

  
Brian C. Sarisky  
Its Executive VP, Head of Specialty Insurance



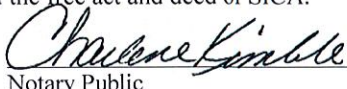
STATE OF NEW JERSEY :

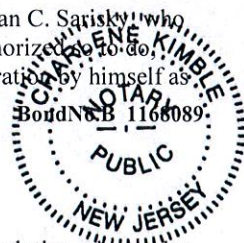
:ss. Branchville

COUNTY OF SUSSEX :

On this 6th day of January, 2016 before me, the undersigned officer, personally appeared Brian C. Sarisky, who acknowledged himself to be the Vice President of SICA, and that he, as such Vice President, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Vice President and that the same was his free act and deed and the free act and deed of SICA.

**Charlene Kimble**  
Notary Public of New Jersey  
My Commission Expires 6/2/2016

  
Notary Public



The power of attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of SICA at a meeting duly called and held on the 6th of February 1987, to wit:

"RESOLVED, the Board of Directors of Selective Insurance Company of America authorizes and approves the use of a facsimile corporate seal, facsimile signatures of corporate officers and notarial acknowledgements thereof on powers of attorney for the execution of bonds, recognizances, contracts of indemnity and other writing obligatory in the nature of a bond, recognizance or conditional undertaking."

## CERTIFICATION

I do hereby certify as SICA's Corporate Secretary that the foregoing extract of SICA's By-Laws and Resolutions are in full force and effect and this Power of Attorney issued pursuant to and in accordance with the By-Laws is valid.

Signed this 6th day of January, 2016.

  
Michael H. Lanza, SICA Corporate Secretary



Important Notice: If the bond number embedded within the Notary Seal does not match the number in the upper right-hand corner of this Power of Attorney, contact us at 973-948-3000.

B91 (4-14)

CERTIFIED COPY





# STATE OF RHODE ISLAND

CONTRACTORS' REGISTRATION  
AND LICENSING BOARD

REGISTRATION NO

EXP DATE

REGISTRANT NAME

8333 02/1/13

EAST COAST LAND & CONSTRUCTION

AUTHORIZED REPRESENTATIVE

KURT S. ROULTON

DRIVERS LICENSE #

RI 0201782

EXECUTIVE DIRECTOR

*Angie H. Blanton*

UU 38753

LICENSE NUMBER

June 30, 2016

EXPIRATION DATE

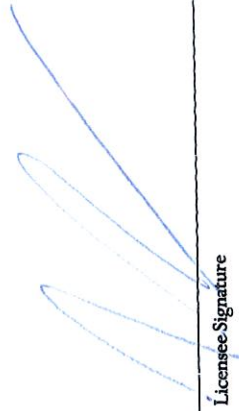
# UNDERGROUND UTILITY CONTRACTOR LICENSE

Issued this date: 3/19/2015

MAX ESSERY-EASTCOAST LANDSCAPING & CONSTRUCTION, INC.

Print Name





Licensee Signature

George W. Whalen

12/15/15

Date

12/9/2015

Date

Executive Director R.I.C.R.L.B Signature

This is a temporary license. Licensee will be required to obtain a photo license card when notified by this Board.

STATE OF RHODE ISLAND  
FORM W-9 PAYER'S REQUEST FOR TAXPAYER  
IDENTIFICATION NUMBER AND CERTIFICATION



THE IRS REQUIRES THAT YOU FURNISH YOUR TAXPAYER IDENTIFICATION NUMBER TO US. FAILURE TO PROVIDE THIS INFORMATION CAN RESULT IN A \$50 PENALTY BY THE IRS. IF YOU ARE AN INDIVIDUAL, PLEASE PROVIDE US WITH YOUR SOCIAL SECURITY NUMBER (SSN) IN THE SPACE INDICATED BELOW. IF YOU ARE A COMPANY OR A CORPORATION, PLEASE PROVIDE US WITH YOUR EMPLOYER IDENTIFICATION NUMBER (EIN) WHERE INDICATED.

**Taxpayer Identification Number (T.I.N.)**

Enter your taxpayer identification number in the appropriate box. For most individuals, this is your social security number.

Social Security No. (SSN)

Employer ID No. (EIN)

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05	0422596
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NAME EAST COAST LANDSCAPING & CONSTRUCTION

ADDRESS 202 CHASE ROAD

CITY, STATE AND ZIP CODE POWERSMOUTH, RI 02871

PAYMENT REMITTANCE ADDRESS, IF DIFFERENT FROM THE ADDRESS ABOVE

ADDRESS

CITY, STATE AND ZIP CODE

**CERTIFICATION:** Under penalties of perjury, I certify that:

- (1) The number shown on this form is my correct Taxpayer Identification Number (or I am waiting for a number to be issued to me), and
- (2) I am not subject to backup withholding because either: (A) I am exempt from backup withholding, or (B) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (C) the IRS has notified me that I am no longer subject to backup withholding.
- (3) I am a U.S. citizen or other U.S. person (as defined by the IRS).

**Certification Instructions** -- You must cross out item (2) above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item (2) does not apply.

Please sign here and provide title, date and telephone number:

SIGNATURE [Signature] TITLE SECRETARY DATE 1/11/16 TEL NO 401-683-5656

Original Signature Required (Digital Signature Not Acceptable)

**BUSINESS DESIGNATION:**

Please Check One: Individual ☐ Corporation ☒ Trust/Estate ☐ Government/Nonprofit Corporation ☐  
Partnership ☐ Medical Services Corporation ☐ Legal Services Corporation ☐  
LLC Tax Classification: Single Member (Individual) ☐ Partnership ☐ Corporation ☐

**TIPS:**

**NAME:** Be sure to enter your full and correct legal name as shown on your income tax return for the SSN or EIN provided.

**ADDRESS, CITY, STATE AND ZIP CODE:** If you operate a business at more than one location, adhere to the following:

- 1) Same EIN with more than one location -- attach a list of location addresses with remittance address for each location and indicate to which location the year-end tax information return should be mailed.
- 2) Different EIN for each different location -- submit a completed W-9 form for each EIN and location. (One year-end tax information return will be reported for each EIN and remittance address.)

Mail Completed Form To:  
Supplier Coordinator  
Purchasing Department  
One Capitol Hill, 2nd Floor  
Providence RI 02908

Or Email To: [doa.pursuppliercoordinator@purchasing.ri.gov](mailto:doa.pursuppliercoordinator@purchasing.ri.gov)

For State Use Only:

IRS ☐ RI SOS ☐ FED ☐ Other ☐  
RI Supplier #  Approved   
Date Entered  Entered By



Lincoln D. Chafee  
Governor  
Charles J. Fogarty  
Director

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

## Department of Labor and Training

Center General Complex

1511 Pontiac Avenue  
Cranston, RI 02920-4407

TTY: Via RI Relay 711

### STATE CONTRACT ADDENDUM

#### RHODE ISLAND DEPARTMENT OF LABOR AND TRAINING

#### PREVAILING WAGE REQUIREMENTS (37-13-1 ET SEQ.)

The prevailing wage requirements are generally set forth in RIGL 37-13-1 et seq. These requirements refer to the prevailing rate of pay for regular, holiday, and overtime wages to be paid to each craftsmen, mechanic, teamster, laborer, or other type of worker performing work on public works projects when state or municipal funds exceed one thousand dollars (\$1,000).

All Prevailing Wage Contractors and Subcontractors are required to:

1. Submit to the Awarding Authority a list of the contractor's subcontractors for any part or all of the prevailing wage work in accordance with RIGL § 37-13-4;
2. Pay all prevailing wage employees at least once per week and in accordance with RIGL §37-13-7 (see Appendix B attached);
3. Post the prevailing wage rate scale and the Department of Labor and Training's prevailing wage poster in a prominent and easily accessible place on the work site in accordance with RIGL §37-13-11; posters may be downloaded at [www.dlt.ri.gov/pw/Posters.htm](http://www.dlt.ri.gov/pw/Posters.htm) or obtained from the Department of Labor and Training, Center General Complex, 1511 Pontiac Avenue, Cranston, Rhode Island;
4. Access the Department of Labor and Training website, at [www.dlt.ri.gov](http://www.dlt.ri.gov) on or before July 1st of each year, until such time as the contract is completed, to ascertain the current prevailing wage rates and the amount of payment or contributions for each covered prevailing wage employee and make any necessary adjustments to the covered employee's prevailing wage rates effective July 1st of each year in compliance with RIGL §37-13-8;
5. Attach a copy of this CONTRACT ADDENDUM and its attachments as a binding obligation to any and all contracts between the contractor and any

*An Equal Opportunity Employer/Program./Auxiliary aids and services are available upon request to individuals with disabilities.*

TTY via RI Relay 711





Lincoln D. Chafee  
Governor  
Charles J. Fogarty  
Director

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Department of Labor and Training

Center General Complex  
1511 Pontiac Avenue  
Cranston, RI 02920-4407

Telephone; (401) 462-8000  
TTY; Via RI Relay 711

subcontractors and their assignees for prevailing wage work performed pursuant to this contract;

6. Provide for the payment of overtime for prevailing wage employees who work in excess of eight (8) hours in any one day or forty (40) hours in any one week as provided by RIGL §37-13-10;
7. Maintain accurate prevailing wage employee payroll records on a Rhode Island Certified Weekly Payroll form available for download at [www.dlt.ri.gov/pw.forms/htm](http://www.dlt.ri.gov/pw.forms/htm), as required by RIGL §37-13-13, and make those records available to the Department of Labor and Training upon request;
8. Furnish the fully executed RI Certified Weekly Payroll Form to the awarding authority on a monthly basis for all work completed in the preceding month.
9. For general or primary contracts one million dollars (\$1,000,000) or more, shall maintain on the work site a fully executed RI Certified Prevailing Wage Daily Log listing the contractor's employees employed each day on the public works site; the RI Certified Prevailing Wage Daily Log shall be available for inspection on the public works site at all times; this rule shall not apply to road, highway, or bridge public works projects. Where applicable, furnish both the Rhode Island Certified Prevailing Wage Daily Log together with the Rhode Island Weekly Certified Payroll to the awarding authority.
10. Assure that all covered prevailing wage employees on construction projects with a total project cost of one hundred thousand dollars (\$100,000) or more has a OSHA ten (10) hour construction safety certification in compliance with RIGL § 37-23-1;
11. Employ apprentices for the performance of the awarded contract when the contract is valued at one million dollars (\$1,000,000) or more, and comply with the apprentice to journeyperson ratio for each trade approved by the apprenticeship council of the Department of Labor and Training in compliance with RIGL §37-13-3.1;
12. Assure that all prevailing wage employees who perform work which requires a Rhode Island trade license possess the appropriate Rhode Island trade license in compliance with Rhode Island law; and

*An Equal Opportunity Employer/Program. /Auxiliary aids and services are available upon request to individuals with disabilities.*

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STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Department of Labor and Training

Center General Complex  
1511 Pontiac Avenue  
Cranston, RI 02920-4407

Telephone: (401) 462-8000  
TTY: Via RI Relay 711

Lincoln D. Chafee  
Governor  
Charles J. Fogarty  
Director

13. Comply with all applicable provisions of RIGL §37-13-1, et. seq;

Any questions or concerns regarding this CONTRACT ADDENDUM should be addressed to the contractor or subcontractor's attorney. Additional Prevailing Wage information may be obtained from the Department of Labor and Training at [www.dlt.ri.gov/pw](http://www.dlt.ri.gov/pw).

**CERTIFICATION**

I hereby certify that I have reviewed this CONTRACT ADDENDUM and understand my obligations as stated above.

By: [Signature]

Title: SECRETARY

Subscribed and sworn before me this 11<sup>th</sup> day of JANUARY, 2016

[Signature]  
Notary Public

My commission expires: 3/11/17

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## APPENDIX A

# TITLE 37 Public Property and Works

## CHAPTER 37-13 Labor and Payment of Debts by Contractors

### SECTION 37-13-5

**§37-13-5 Payment for trucking or materials furnished - Withholding of sums due.** -A contractor or subcontractor on public works authorized by a proper authority shall pay any obligation or charge for trucking and material which have been furnished for the use of the contractor or subcontractor, in connection with the public works being performed by him or her, within ninety (90) days after the obligation or charge is incurred or the trucking service has been performed or the material has been delivered to the site of the work, whichever is later. When it is brought to the notice of the proper authority in a city or town, or the proper authority in the state having supervision of the contract, that the obligation or charge has not been paid by the contractor or subcontractor, the proper authority may deduct and hold for a period not exceeding sixty (60) days, from sums of money due to the contractor or subcontractor, the equivalent amount of such sums certified by a trucker or materialman creditor as due him or her, as provided in this section, and which the proper authority determines is reasonable for trucking performed or materials furnished for the public works.

**APPENDIX B**

**TITLE 37**  
**Public Property and Works**

**CHAPTER 37-13**  
**Labor and Payment of Debts by Contractors**

**SECTION 37-13-7**

**§ 37-13-7 Specification in contract of amount and frequency of payment of wages.**

-(a) Every call for bids for every contract in excess of one thousand dollars (\$1,000), to which the state of Rhode Island or any political subdivision thereof or any public agency or quasi-public agency is a party, for construction, alteration, and/or repair, including painting and decorating, of public buildings or public works of the state of Rhode Island or any political subdivision thereof, or any public agency or quasi-public agency and which requires or involves the employment of employees, shall contain a provision stating the minimum wages to be paid various types of employees which shall be based upon the wages that will be determined by the director of labor and training to be prevailing for the corresponding types of employees employed on projects of a character similar to the contract work in the city, town, village, or other appropriate political subdivision of the state of Rhode Island in which the work is to be performed. Every contract shall contain a stipulation that the contractor or his or her subcontractor shall pay all the employees employed directly upon the site of the work, unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates not less than those stated in the call for bids, regardless of any contractual relationships which may be alleged to exist between the contractor or subcontractor and the employees, and that the scale of wages to be paid shall be posted by the contractor in a prominent and easily accessible place at the site of the work; and the further stipulation that there may be withheld from the contractor so much of the accrued payments as may be considered necessary to pay to the employees employed by the contractor, or any subcontractor on the work, the difference between the rates of wages required by the contract to be paid the employees on the work and the rates of wages received by the employees and not refunded to the contractor, subcontractors, or their agents.

(b) The terms "wages", "scale of wages", "wage rates", "minimum wages", and "prevailing wages" shall include:

- (1) The basic hourly rate of pay; and
- (2) ) The amount of:

(A) The rate of contribution made by a contractor or subcontractor to a trustee or to a third person pursuant to a fund, plan, or program; and

(B) The rate of costs to the contractor or subcontractor which may be reasonably anticipated in providing benefits to employees pursuant to an enforceable commitment to carry out a financially responsible plan or program which was communicated in writing to the employees affected, for medical or hospital care, pensions on retirement or death, compensation for injuries or illness resulting from occupational activity, or insurance to provide any of the foregoing, for unemployment benefits, life insurance, disability and sickness insurance, or accident insurance, for vacation and holiday pay, for defraying costs of apprenticeship or other similar programs, or for other bona fide fringe benefits, but only where the contractor or subcontractor is not required by other federal, state, or local law to provide any of the benefits; provided, that the obligation of a contractor or subcontractor to make payment in accordance with the prevailing wage determinations of the director of labor and training insofar as this chapter of this title and other acts incorporating this chapter of this title by reference are concerned may be discharged by the making of payments in cash, by the making of contributions of a type referred to in subsection (b)(2), or by the assumption of an enforceable commitment to bear the costs of a plan or program of a type referred to in this subdivision, or any combination thereof, where the aggregate of any payments, contributions, and costs is not less than the rate of pay described in subsection (b)(1) plus the amount referred to in subsection (b)(2).

(c) The term "employees", as used in this section, shall include employees of contractors or subcontractors performing jobs on various types of public works including mechanics, apprentices, teamsters, chauffeurs, and laborers engaged in the transportation of gravel or fill to the site of public works, the removal and/or delivery of gravel or fill or ready-mix concrete, sand, bituminous stone, or asphalt flowable fill from the site of public works, or the transportation or removal of gravel or fill from one location to another on the site of public works, and the employment of the employees shall be subject to the provisions of subsections (a) and (b).

(d) The terms "public agency" and "quasi-public agency" shall include, but not be limited to, the Rhode Island industrial recreational building authority, the Rhode Island economic development corporation, the Rhode Island airport corporation, the Rhode Island industrial facilities corporation, the Rhode Island refunding bond authority, the Rhode Island housing and mortgage finance corporation, the Rhode Island resource recovery corporation, the Rhode Island public transit authority, the Rhode Island student loan authority, the water resources board corporate, the Rhode Island health and education building corporation, the Rhode Island higher education assistance authority, the Rhode Island turnpike and bridge authority, the Narragansett Bay water quality management district commission, Rhode Island telecommunications authority, the convention center authority, the board of governors for higher education, the board of regents for elementary and secondary education, the capital center commission, the housing resources commission, the Quonset Point-Davisville management corporation, the Rhode Island children's crusade for higher education, the Rhode Island depositors economic protection corporation, the Rhode Island lottery commission, the Rhode Island

partnership for science and technology, the Rhode Island public building authority, and the Rhode Island underground storage tank board.